



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing Specific Staff Members of York Risk Services Group, Inc. as Signers on the City of Lodi Workers Compensation Claims Management Account

**MEETING DATE:** May 18, 2011

**PREPARED BY:** Management Analyst / Budget

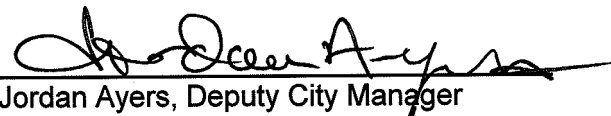
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**RECOMMENDED ACTION:** Adopt resolution authorizing specific staff members of York Risk Services Group, Inc. as signers on the City of Lodi workers compensation claims management account.

**BACKGROUND INFORMATION:** For several years, the City of Lodi has maintained a trust account at Farmers and Merchants Bank that is used by the City's workers compensation third party claims administrator to make claims payments to physicians, medical services providers, injured employees and other parties active in the workers compensation arena. A list of York Risk Services staff has been authorized by City Council as signers on this account since December 16, 2009. York is now converting its automated claims management systems which necessitates a change in authorized signers as shown on "Exhibit A - attached (Corporate Authorization Resolution)". The attached exhibits provided by F&M state in part that "the signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation". F&M requires City Council authorization and the signatures of the City Manager on these exhibits in order to conduct City banking business.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** Not Applicable.

  
Jordan Ayers, Deputy City Manager

Attachments

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APPROVED:

  
Konradt Bartlam, City Manager

RESOLUTION NO. 2011-73

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING SPECIFIC STAFF MEMBERS OF YORK  
RISK SERVICES GROUP, INC. AS SIGNERS ON THE  
CITY OF LODI WORKERS COMPENSATION CLAIMS  
MANAGEMENT ACCOUNT

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager, Konradt Bartlam, to execute Exhibit A (Corporate Authorization Resolution) authorizing those individuals listed as signers on the City of Lodi Workers Compensation Claims Management Account and Exhibit B (Facsimile Signature Agreement), attached hereto on behalf of the City of Lodi.

Dated: May 18, 2011

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I hereby certify that Resolution No. 2011-73 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 18, 2011, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Nakanishi, and  
Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk

## CORPORATE AUTHORIZATION RESOLUTION

FARMERS & MERCHANTS BANK OF CENTRAL CA  
PO BOX 3000  
LODI, CA 95241-1902

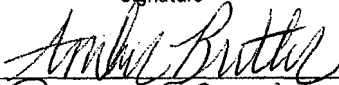
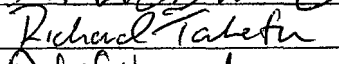

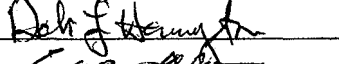
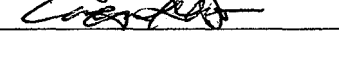
By: CITY OF LODI  
P O BOX 3006  
LODI CA 95241

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, ~~JORDAN AYERS~~ **RANDI JOHL**, certify that I am Secretary (clerk) of the above named corporation organized under the laws of CALIFORNIA, Federal Employer I.D. Number 94-6000361, engaged in business under the trade name of CITY OF LODI, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on **May 18, 2011** (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>AMBER BUTLER</u>	X  X	X _____ X
B. <u>RICHARD H TAKETA</u>	X  X	X  X
C. <u>DEBI L HARRINGTON</u>	X  X	X _____ X
D. <u>CAROLYN KHO</u>	X  X	X _____ X
E. _____	X _____ X	X _____ X
F. _____	X _____ X	X _____ X

**POWERS GRANTED** (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
<u>NA</u>	(1) Exercise all of the powers listed in this resolution	_____
<u>ABCDEF</u>	(2) Open any deposit or share account(s) in the name of the Corporation.	<u>1</u>
<u>ABCDEF</u>	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	<u>1</u>
<u>NA</u>	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
<u>NA</u>	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
<u>ABCDEF</u>	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	<u>1</u>
<u>NA</u>	(7) Other _____	_____

**LIMITATIONS ON POWERS** The following are the Corporation's express limitations on the powers granted under this resolution.

**EFFECT ON PREVIOUS RESOLUTIONS** This resolution supersedes resolution dated NA. If not completed, all resolutions remain in effect.

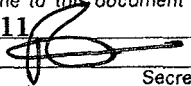
**CERTIFICATION OF AUTHORITY**

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☐ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on **May 19, 2011** (date).

Attest by One Other Officer \_\_\_\_\_

Secretary  
  
**JORDAN AYERS**  
**RANDI JOHL** (page 1 of 2)

## RESOLUTIONS

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

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### FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on \_\_\_\_\_ (date) by \_\_\_\_\_ (initials) ☐ This resolution is superseded by resolution dated \_\_\_\_\_

Comments:

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EXHIBIT B

### FACSIMILE SIGNATURE AGREEMENT

Agreement regarding Facsimile Signatures (Rubber Signature *Stamps*, etc.) *Not for Instructions* received through Facsimile Transmission such as through Facsimile (*FAX*) machine or telecopier.

City of Lodi  
Customer/Account Name

Account Number (s) 1001011401

Workers Compensation  
Claims Mgmt Acct

Farmers & Merchants Bank of Central California ("Bank") and the Customer named above agree as follows:

1. Bank may honor checks or drafts for the payment of money drawn on Customer's above-described accounts when the items bear or appear to bear the facsimile signature of any of the following persons:

<u>Richard Taketa</u>	<u>Richard Taketa</u>	<u>Richard Taketa</u>
Print Name	Signature	Facsimile

_____	_____	_____
Print Name	Signature	Facsimile

_____	_____	_____
Print Name	Signature	Facsimile

2. Bank may honor and charge Customer for such items, regardless of by whom or by what means the actual or purported facsimile signature has been made, provided the facsimile signature resembles the signature, or the facsimile specimen, which Customer has filed with Bank.
3. All previous authorizations for the signing and honoring of checks, drafts or other orders for the payment of money drawn on Bank by Customer are continued in full force and effect.
4. Customer agrees to **hold** Bank harmless and indemnify Bank from and against any and all loss, cost, expense, including reasonable attorney's fees, resulting from Bank acting upon such authorization which Bank reasonably believes to have come from the customer.
5. Bank may terminate this agreement at any time with or without cause or prior notice.

Dated: May 19, 2011

By: [Signature]  
Authorized Signature

Title: City Manager

## AUTHORIZATION

### By Public Agency

By signing below, you certify and agree that:

1. The persons signing below are authorized officials of City of Lodi  
Name of Public Agency  
and authorize the person signing on the Facsimile Signature Agreement to enter into a Facsimile Signature Agreement with Farmers & Merchants Bank of Central California.
2. This Authorization is in addition to any other authorization in effect and shall remain in force until Farmers & Merchants Bank of Central California receives a written notice of its revocation at each location where the accounts are maintained from the Legislative Body of this public agency.

Date: May 19, 2011

By:  \_\_\_\_\_

Title: Secretary (City Clerk)

By: \_\_\_\_\_

Title: \_\_\_\_\_